

**COMMONWEALTH OF MASSACHUSETTS**  
**AND THE**  
**MASSACHUSETTS CORRECTION OFFICERS**  
**FEDERATED UNION**  
**UNIT FOUR**  
**COLLECTIVE BARGAINING AGREEMENT**

**JULY 1, 2009 - JUNE 30, 2010**  
**JULY 1, 2010 - JUNE 30, 2013**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COMMONWEALTH OF MASSACHUSETTS  
AND THE  
MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION  
FOR A  
SUCCESSOR AGREEMENT**

**July 1, 2009 through June 30, 2010  
July 1, 2010 through June 30, 2013**

The parties agree to the following modifications to the Commonwealth and Massachusetts Correction Officers Federated Union Collective Bargaining Agreement for unit 4 for July 1, 2008 through June 30, 2009:

**Article 7  
Work Week and Work Schedule**

**Section 1: Scheduled Hours, Work Week, Work Day**

- A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one-half (37.5) hours per week excluding meal periods or forty hours (40.0) per week excluding meal periods, as has been established for that job title at the particular job location.

Any employee whose regular workweek has averaged more than forty (40.0) hours excluding meal periods in the past shall have a forty (40.0) hour work- week.

**The regular hours of work for full-time Correction Officers I, II & III, Correction Officer Chefs, and Correction Officer Head Cooks shall be forty-one and one quarter (41.25) hours per week excluding meal periods.**

**Section 2: Overtime**

- C. An employee whose regular workweek is forty (40.0) hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of eight (8.0) hours in his/her regular workday except that an employee whose regular workday is more than eight (8.0) hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular workday.

**An employee whose regular workweek is forty-one and one quarter (41.25) hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of eight and one quarter (8.25) hours in his/her regular workday except that an employee whose regular workday is more than eight and one quarter (8.25) hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular workday.**

## Article 8 Leave

### Section 1: Sick Leave

C.2&3 An employee may use up to a maximum of **sixty (60)** days per calendar year for the purpose of: . . .

K. . . The following situations shall not be counted towards the first 48 hours of sick leave: 1) the hospitalization of the employee, the hospitalization of the employee's spouse, the hospitalization of the employee's child or spouse's child, or the hospitalization of the parent of the employee or parent of the employee's spouse for a catastrophic illness; 2) **the recovery time needed by the employee, not more than 10 consecutive work days, immediately following a hospital stay of two (2) or more days whereby the employee is deemed incapacitated by his/her physician;** 23) sick leave used in conjunction with an approved industrial accident leave. Hospitalization is defined as admittance to a hospital for at least two consecutive nights.

R. **The parties agree to establish a labor/management committee to discuss the biweekly accrual of leave time.**

### Section 3: Bereavement Leave

A. **Upon evidence satisfactory to the Appointing Authority of the death of a spouse or child, an employee shall be entitled to leave without loss of pay for a maximum of seven (7) consecutive calendar days.**

B. Upon evidence satisfactory to the Appointing Authority of the death of a spouse, ~~child~~, parent, brother, sister, grandparent, grandchild, or parent of spouse, or person living in the household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) consecutive calendar days.

### Section 7: Family and Medical Leave

#### B. Medical Leave

2. At least thirty (30) days in advance, the employee shall submit a written notice of his/her intent to take such leave and the dates and expected duration of such leave.

**The employee shall utilize the medical certification recommended by the Department of Labor (29 C.F.R. Section 825.306(a)), when requesting medical leave or when requested to provide such medical evidence by the Appointing Authority. (See FMLA Form 1 and FMLA Form 2)**

If thirty (30) days' notice is not possible, the employee shall give notice as soon as practicable. ~~The employee shall provide, upon request by Appointing Authority, satisfactory medical evidence~~ Satisfactory medical evidence is defined under Section 1. K of this Article. If the Appointing Authority has reason to doubt the validity of the medical evidence, it may obtain a second opinion at its own expense. In the event there is a conflict between the second opinion and the original medical opinion, the Appointing Authority and the employee may resolve the conflict by obtaining the opinion of a third medical provider, who is approved jointly by the Appointing Authority and the employee at the Appointing Authority's expense.

**Article 12**  
**Salary Rates**

**Section 1**

The following shall apply to full-time employees:

- A. Effective June 30, 2011, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a one percent (1%) increase in salary rate.**
- B. Effective June 30, 2012, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a three percent (3%) increase in salary rate.**
- C. Effective June 30, 2013, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a three percent (3%) increase in salary rate.**

\* \* \*

- D. Effective July 1, 1998, Transition Career Award Payments shall be made as follows:**

<u>Years of Service</u>	<u>Weekly Payment</u>
5	\$ 7.00
10	\$ 10.00
15	\$ 14.00
20	\$ 17.00
25	\$ 20.00

Such payments shall be made weekly, however, such payments shall not be included in base pay for the purposes of computing sick pay, personal day pay, holiday pay and vacation pay and shall ~~not~~ be considered as regular compensation for pension purposes.

**Article 13A**  
**Health and Welfare**

**Section 2: Funding**

- A. Effective the first pay period in January 2012, the Employer agrees to contribute on behalf of each full-time employee an additional \$.50 per week.**

**Effective the first pay period in January 2013, the Employer agrees to contribute on behalf of each full time employee an additional \$.50 per week.**

**Article 34**  
**Duration**

This Agreement shall be for the three (3) year period from **July 1, 2010 to June 30, 2013**, plus a one year contract from **July 1, 2009 to June 30, 2010**, and the terms contained herein shall become effective on signing date of the Agreement unless otherwise specified. Should a successor Agreement not be executed by **June 30, 2013**, this Agreement shall remain in full force and effect until a successor agreement is executed or an impasse in negotiations is reached. At the written request by either party, negotiations for a subsequent agreement will be commenced on or before **January 1, 2013**.

**MOUs regarding Personal Leave, In-Service Training & SWAPS  
See Attached**

**Other:**

**The parties agree to form a Labor Management Committee to review all side agreements  
between the parties**

**For the Commonwealth**

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**For the Union**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COMMONWEALTH OF MASSACHUSETTS  
AND THE  
MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION  
PERSONAL LEAVE**

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This Memorandum of Understanding is entered into by the Commonwealth of Massachusetts ("Commonwealth") and the Massachusetts Correction Officers Federated Union ("MCOFU"). The purpose of the Memorandum of Understanding is to clarify certain understandings reached during collective bargaining negotiations regarding the use of personal leave. The parties recognize that the inability of correction officers to get a personal day off can directly affect sick leave utilization. Therefore, in an attempt to reduce sick leave usage and its impact on overtime, the parties understand and agree to the following:

1. Beginning January 1, 2010, Unit 4 employees in the DOC will be allowed to use one of their three personal days with as little as twenty-four (24) hours advance notice prior to the beginning of their shift.
2. On or before December 1, 2010, the parties agree to meet and review this process and to determine if sick leave usage and the impact on overtime have been reduced as was expected. The continuation and/or expansion of this process beyond December 31, 2010 is subject to agreement by both parties.
3. Beginning January 1, 2011, Unit 4 employees in the DOC will be allowed to use two of their three personal days with as little as twenty-four (24) hours advance notice prior to the beginning of their shift.
4. The number of individuals utilizing a personal day under the provisions of the paragraphs 1 & 3 above will not be allowed to exceed more than twice the number normally allowed time off, as identified in the attached memo (i.e. 3-2-1). If the number of personal time requests exceeds the maximum number allowed per shift, personal time will be awarded by seniority.
5. On or before December 1, 2011, the parties agree to meet and review this process and to determine if sick leave usage and the impact on overtime have been reduced as was expected. The continuation and/or expansion of this process beyond December 31, 2011 is subject to agreement by both parties.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2011.

For the Massachusetts Correction  
Officers Federated Union:

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For the Commonwealth of  
Massachusetts:

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For the Department of Correction:

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COMMONWEALTH OF MASSACHUSETTS  
AND THE  
MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION  
REGARDING IN-SERVICE TRAINING**

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This Memorandum of Understanding is entered into by the Commonwealth of Massachusetts ("Commonwealth") and the Massachusetts Correction Officers Federated Union ("MCOFU"). The purpose of the Memorandum of Understanding is to clarify certain understandings reached during collective bargaining negotiations regarding In-Service Training. The parties understand and agree to the following:

1. The Training and Career Ladders Committee shall meet within sixty (60) days of the signing of this agreement to review the delivery of In-Service Training Programs to Unit 4 employees in the DOC.
2. It is in the mutual interest of both parties to provide In-Service Training in the most efficient, cost effective and productive manner and with the least disruption to employees.
3. The Committee is charged with considering in its review the use of new technology, such as e-learning, web-based learning, on shift training and other non-traditional forms of training.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2011.

For the Massachusetts Correction  
Officers Federated Union:

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For the Commonwealth of  
Massachusetts:

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For the Department of Correction:

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COMMONWEALTH OF MASSACHUSETTS  
AND THE  
MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION  
SWAPS**

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This Memorandum of Understanding is entered into by the Commonwealth of Massachusetts ("Commonwealth") and the Massachusetts Correction Officers Federated Union ("MCOFU"). The purpose of the Memorandum of Understanding is to clarify certain understandings reached during collective bargaining negotiations regarding swaps. The parties understand and agree to the following:

1. Correction Officers will not be eligible to participate in swaps as provided for in the 2002 swap agreement until they have completed their nine (9) month probationary period.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2011.

For the Massachusetts Correction  
Officers Federated Union:

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For the Commonwealth of  
Massachusetts:

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For the Department of Correction:

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COMMONWEALTH OF MASSACHUSETTS  
AND THE  
MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION  
HOLIDAY PAY**

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This Memorandum of Understanding is entered into by the Commonwealth of Massachusetts ("Commonwealth") and the Massachusetts Correction Officers Federated Union ("MCOFU"). The purpose of the Memorandum of Understanding is to clarify certain understandings reached during collective bargaining negotiations regarding Holiday Pay.

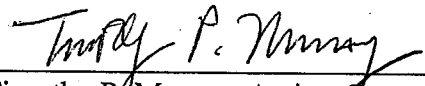
1. Effective July 1, 2012, the Department of Correction will return to the practice that existed prior to August 1, 2009 with regard to Holiday Pay.
2. Any change to said practice must satisfy any and all obligations under M.G.L. 150E.

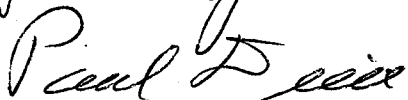
Signed this \_\_\_\_ day of \_\_\_\_\_, 2011.

For the Massachusetts Correction  
Officers Federated Union:

For the Commonwealth of  
Massachusetts:

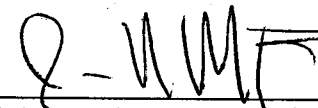
For the **COMMONWEALTH OF MASSACHUSETTS:**

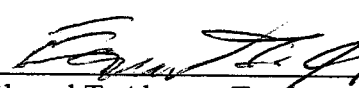
  
\_\_\_\_\_  
Timothy P. Murray, Acting Governor

  
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Paul Dietl, Chief Human Resources Officer

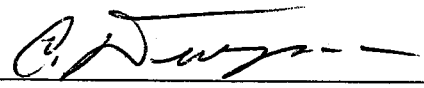
For the **MASSACHUSETTS CORRECTION OFFICERS FEDERATED UNION:**

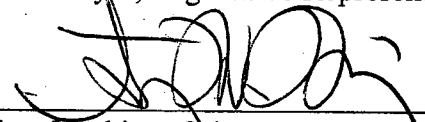
  
\_\_\_\_\_  
Brian Jansen, President

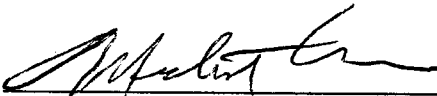
  
\_\_\_\_\_  
Jon Mograss, Vice President

  
\_\_\_\_\_  
Edward T. Ahearn, Treasurer

\_\_\_\_\_  
Henry Harris, Executive Secretary

  
\_\_\_\_\_  
Charles Dwyer, Legislative Representative

  
\_\_\_\_\_  
Stephen Hocking, Grievance Coordinator

  
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Michael Aucoin, Business Agent